



MEMORANDUM

TO: Mayor and Council Members  
Parks and Recreation Board

FROM: Alicia Perez, Assistant City Manager

DATE: November 14, 1990

SUBJECT: Aqua Festival Agreement

As per City Council directive, I am transmitting a draft of the land use agreement for Auditorium Shores with Austin Aqua Festival, Inc.

The information I am providing includes highlights and a section by section synopsis of the agreement. Also attached in its entirety is the license agreement for reservation and use of Auditorium Shores to be presented to the City Council on November 29, 1990.

Accord has been reached on the majority of issues in the agreement. There is one remaining issue which will be presented to City Council on November 29, 1990 for direction. This unresolved issue involves hours for the event and alcohol service. The chart below outlines the staff proposal and Aqua Fest proposal.

	<u>City Manager's Recommendation</u>	<u>Aqua Fest Proposal</u>
Weekend <i>Fri-Sat</i>		
Event	1:30 a.m.	2:00 a.m.
Alcohol Service	12:30 a.m.	1:00 a.m.
<i>curfew</i>	2:00 a.m.	
Weekday <i>Th</i>		
Event	1:00 a.m.	2:00 a.m.
Alcohol Service	12:30 a.m.	1:00 a.m.

Representatives from Aqua Festival, Inc. and I will be at your next board meeting to answer any questions you may have.

*Alicia Perez*  
Alicia Perez  
Assistant City Manager

Attachments

xc: Manuel A. Mollinedo, Director, Parks and Recreation Department

## Highlights of Draft Aqua Festival Agreement

- Provides 15 year term (§ 2)
- Provides amplified sound curfew of 12:30 a.m. (§ 11)
- Requires City's annual review and approval (in December) of Festival dates, site plan, transportation and neighborhood liaison plan, litter abatement plan, Town Lake activities, MBE/WBE compliance, and insurance coverage proposed for the upcoming Festival. (§ 5)
- Requires annual payment of 7% of gross receipts with \$130,000 minimum in lieu of rental fees for Auditorium Shores, Zilker Park, and Palmer Auditorium (excluding parking lots); 50% of payment (after reimbursement to Convention Center Department) earmarked for Auditorium Shores capital improvements. (§ 19)
- Requires shuttle system for 50% of patrons; requires neighborhood liaison, traffic control (§§ 12, 13)
- Provides for preservation of aesthetic appearance, provision of turf management (§§ 7, 14)
- Provides insurance coverage and indemnification. (§ 17)
- Provides for termination either for material breach or by Council resolution with 13 months notice when Council determines it is in the public interest to do so. (§ 20)
- Provides for immediate suspension of the Festival for noncompliance with Section 11 (sound level), 15 (alcohol), or 16 (curfew). (§ 21)
- Requires annual \$20,000 deposit from which the City may deduct payments in lieu of suspension under Section 21, payments due for damages under Section 18, or any other payments due. (§ 22)

1. Requires retention of non-profit status.
2. Establishes 15 year term; Lease of property at Lake Walter E. Long Park held in abeyance during Agreement, becomes void at end of 15 year term. While Agreement in effect, City exercises all property rights at Lake Walter E. Long Park. If Agreement terminated before 15 year term expires, Lease reactivated.
3. Describes property for which license granted (28 acres on Auditorium Shores).
4. Grants license for 9 festival days and reasonable time to set up and take down (approximately 40 days).
5. Requires City's annual review and approval (in December) of Festival dates, site plan, transportation and neighborhood liaison plan, litter abatement plan, Town Lake activities, MBE/WBE compliance, and insurance coverage proposed for upcoming Festival.
6. Provides annual meeting to critique the past Festival and discuss any operation changes. Provides for meeting every third year to discuss capital improvements plan.
7. Addresses aesthetic concerns (fencing, uniform color scheme, screening).
8. Requires Aqua Festival to comply with all applicable laws. Reflects intent to continue existing practices regarding police, EMS, and electric services. Requires payment of fees not specifically waived.
9. Requires nondiscriminatory contracting and equal access to all segments of the community.
10. Provides for inspection of records by City.
11. Requires compliance with sound ordinances, provides amplified sound curfew.
12. Addresses neighborhood concerns by requiring a neighborhood liaison and by requiring a plan (approved under Section 5) for traffic control, street closure, and barricading.
13. Requires shuttle system.
14. Requires turf management and posting of signs advising citizens 10 days prior to Festival.
15. Limits alcohol consumption to Festival grounds. SEE ATTACHED MEMO FOR ALTERNATIVE PROPOSALS REGARDING CURFEW FOR ALCOHOL SERVICE.
16. Requires security, to include certified peace officers or security officers. SEE ATTACHED MEMO FOR ALTERNATIVE PROPOSALS REGARDING EVENT CURFEW.
17. Provides insurance requirements and indemnification.
18. Requires payment for damages.
19. Requires annual payment of 7% of gross receipts with \$130,000 minimum in lieu of rental fees for Auditorium Shores, Zilker Park, and Palmer Auditorium (excluding parking lots). After reimbursing Convention Center Department, 50% of payment to be used for capital improvements on Auditorium Shores.
20. Provides for termination either for material breach or upon 13 months notice when Council determines it is in the public interest to do so.
21. Provides for immediate suspension of the Festival for noncompliance with Section 11 (sound), 15 (alcohol), or 16 (curfew).
22. Requires annual \$20,000 deposit from which the City may deduct payments in lieu of suspension under Section 21, payments due for damages under Section 18, or any other payments due.
- 23-28. Standard contract clauses.

LICENSE AGREEMENT FOR  
RESERVATION AND USE OF  
AUDITORIUM SHORES

The City of Austin, a home-rule municipal corporation situated in Travis County, Texas (City), Aqua Festival Park Development, Inc., and Austin Aqua Festival, Inc. (jointly referred to as Aqua Festival) enter into this License Agreement for Reservation and Use of Auditorium Shores (License Agreement) upon the following terms and conditions:

1. Aqua Festival Park Development, Inc. and Austin Aqua Festival, Inc. shall at all times maintain their status as nonprofit organizations in the performance of this License Agreement.
2. The term of this License Agreement shall be for fifteen (15) years from date of execution. During the time this License Agreement is in effect, Aqua Festival shall not exercise its rights and obligations under that certain Lease executed by the parties on or about December 27, 1985 for the use of property at Lake Walter E. Long Park (the Lease) and the City may exercise all ownership rights to said property; provided that the City takes no action which would interfere with Aqua Festival's exercise of its rights under the Lease upon an early termination of this License Agreement. Upon expiration of the full term of this License Agreement in fifteen (15) years, the Lease shall become null and void. If this License Agreement is terminated by the City before the full term has expired, then Aqua Festival may exercise its rights and obligations under the Lease. At no time may Aqua Festival exercise its rights and obligations under both the Lease and this License Agreement.
3. The City agrees to grant Aqua Festival annual license to conduct the Aqua Festival activities (the Festival) on Auditorium Shores (the Licensed Property), herein defined as two tracts totaling approximately 28 acres. The south tract being bounded by South First on the east, Riverside Drive on the south, Lamar Blvd. on the west and the south shore of Town Lake on the north, and the north tract being the north shore of Town Lake from Drake Bridge to the Green Water Treatment Plant, bounded by West First Street. In addition, the City agrees to grant Aqua Festival annual license for the waters of Town Lake within and adjacent to said tracts for uses associated with the Festival. The City will not grant an additional license for Auditorium Shores (excluding Town Lake) if such license would restrict Aqua Festival from exercising the rights granted it under this License Agreement.
4. Aqua Festival shall have the right to hold and conduct the Festival on the Licensed Property for a period of nine (9) fest night event days in each July and/or August during the term of this License Agreement. In addition to the nine (9) days during which the Festival will be held each year, Aqua Festival shall have access to the Licensed Property prior to each annual Festival as reasonably necessary to accommodate the installation of improvements and other preparations and, after each annual Festival, to accommodate the necessary disassembly of temporary improvements and clean up of Festival activities. It is agreed and understood, however, that subject to the terms of this License Agreement, the exact days, times and events during which the Festival will be held in each calendar year shall be determined by the parties in accordance with Section 5 of this License Agreement.
5. The City and Aqua Festival agree to meet annually not later than December 31 of each year in which this License Agreement is in force for purposes of establishing a schedule for the Festival and to review measures to be taken or required to be taken. At this meeting, Aqua Festival will submit for the City's approval:
  - (a) A site plan showing all performance areas, stages, loudspeakers, concession and all other facility placements; and shuttle/parking arrangements,
  - (b) A proposed schedule including Festival dates, not to exceed nine fest night event days, set-up dates, and clean-up dates,
  - (c) A plan addressing those items set forth in Section 12 of this License Agreement,

- (d) A plan addressing those items set forth in Section 13 of this License Agreement,
- (e) A plan addressing all proposed water-related activities to occur on or adjacent to Town Lake,
- (f) A plan addressing litter abatement and recycling, which shall also include a plan for disallowing the use of styrofoam containers,
- (g) A plan addressing insurance requirements for the Festival, and
- (h) A plan addressing reasonable efforts by Aqua Festival to achieve the goals in the City of Austin MBE/WBE procurement guidelines.

Operation of the Festival in accordance with the approved plans shall be the sole responsibility of Aqua Festival, subject to the terms of this License Agreement.

6. - (a) The City and Aqua Festival agree to meet annually not later than sixty (60) calendar days after the last day of the Festival to critique the past Festival and to discuss any proposed changes in operations that may be desirable. Aqua Festival shall bring to the annual meeting a summary or copies of all concession contracts, pricing structures and vendor's fees for review.

(b) At such meeting, every third year in which this License Agreement is in force, the City and Aqua Festival may also discuss plans for the future of the Festival and a capital improvements plan for Auditorium Shores. If the future plans for the Festival would require modification of this License Agreement, the parties shall negotiate and make such modifications, in accordance with Section 27 of this License Agreement. Aqua Fest may provide input regarding capital improvements for Auditorium Shores, but approval of such capital improvements is subject to the sole discretion of the City.

7. In its use of Auditorium Shores, Aqua Festival shall minimize the use of fencing and perimeter controls to decrease adverse impacts on the public's other uses of the park and on the park's appearances; trail closures shall be for the minimum times necessary and shall be done only as required to ensure the public's safety. Aqua Festival shall preserve and enhance the aesthetic appearance of the Festival through the use of uniform color schemes, screens, or other means.

8. Aqua Festival agrees to operate the Festival in compliance with all applicable laws, ordinances, or regulations. Aqua Festival shall provide all services, supplies, materials, or labor necessary for or incident to the staging of the Festival, except as may be provided by the City in its sole discretion. In the past, the City has provided services (such as police, EMS, electrical connections) to Aqua Festival with full cost recovery. The parties intend to continue this practice; however, this License Agreement neither obligates the provision nor guarantees the cost for such services. Aqua Festival shall pay all published rental fees not included in Section 19(b) of this License Agreement.

9. Aqua Festival shall have the right to award concession and other contracts. Such contracts shall be awarded on a nondiscriminatory basis and shall promote equal access to business opportunities at the Festival among all segments of the community.

10. At any time during normal business hours, Aqua Festival shall make available to the City for inspection its records relating to financial matters attendant the performance of this License Agreement, including all records of expenses and revenues. Aqua Festival shall keep such records for at least three years from the date of their creation and shall permit the City to make copies of such records at the City's expense.

11. Aqua Festival at all times during the performance of a concert shall provide no less than one (1) person in each performance area with appropriate equipment to monitor sound levels. Aqua Festival shall enforce compliance with applicable sound ordinances or requirements. The City shall be permitted to establish a reasonable monitoring program and conduct monitoring, at Aqua Festival's expense, for verification of sound level compliance. Aqua Festival shall cease amplified sound during all performances no later than 12:30 a.m. with a maximum of 10 minute extension authorized for performance encores.

12. Aqua Festival shall provide traffic control equipment and personnel in neighborhood areas adjoining or affected by the Festival pursuant to the plan approved by the City pursuant to Section 5 of this License Agreement. Such plan shall address street closures, shuttles, parking and barricading. Aqua Festival shall appoint a permanent neighborhood liaison officer and shall make reasonable accommodation for neighborhood concerns in the planning and staging of the Festival.

13. Aqua Festival shall provide (unless not reasonably available) a shuttle system of transportation, capable of transporting not less than fifty percent (50%) of the projected Festival patrons pursuant to the plan approved by the City in accordance with Section 5 of this License Agreement. Aqua Festival shall make diligent effort to increase ridership each year of this License Agreement. Aqua Festival shall provide or shall assure provision of security in shuttle parking areas.

14. Upon request by the City, Aqua Festival shall provide the services of a turf management expert to consult with the City on maintenance practices and schedules for the turf. In its use of the Auditorium Shores, Aqua Festival shall conspicuously post City-approved signs advising of the Festival's occupation no less than ten (10) calendar days prior to use.

15. Aqua Festival shall confine the consumption of alcoholic beverages to the Festival site and shall allow no alcoholic beverages sold to Festival patrons to be taken from the Festival. SEE ATTACHED MEMO FOR ALTERNATIVE PROPOSALS REGARDING CURFEW FOR SERVICE OF ALCOHOL.

16. Aqua Festival shall provide security at all times during the operation of the Festival, which security shall include certified peace officers or security officers. SEE ATTACHED MEMO FOR ALTERNATIVE PROPOSALS REGARDING EVENT CURFEWS.

17. Aqua Festival shall carry statutory worker's compensation, employer's liability coverage, commercial liability, auto liability coverage including owned, non-owned, and hired vehicles, and dram shop-law coverage if applicable in the amounts approved by the City pursuant to Section 5 of this License Agreement. No later than thirty (30) calendar days before the first day of the Festival, Aqua Festival shall provide proof of insurance coverage and a copy of the insurance policy. The City shall be an additional insured on such insurance policy. Failure to maintain such policy of insurance shall be grounds for immediate termination of this License Agreement. Aqua Festival shall indemnify, defend and hold harmless the City and its officers, employees or agents against all claims, suits or costs arising from or in any manner caused by Aqua Festival's performance of this License Agreement.

18. Aqua Festival shall return the Licensed Property to the City in the condition in which the premises were made available to Aqua Festival, normal wear and tear excepted. No later than sixty (60) calendar days after receipt of a request for payment from the City, Aqua Festival agrees to pay the City for any damages to City property and any expense to the City caused by Festival patrons or by Aqua Festival, its employees or agents. In the case of damage to electrical installations or irrigation systems, the City shall make the necessary repairs and Aqua Festival agrees to pay the reasonable cost for any such repairs no later than sixty (60) days after receipt of a request for payment from the City.

19. (a) No later than sixty (60) calendar days after the last day of the Festival, Aqua Festival shall provide the City with a statement of revenues and shall pay to the City Treasurer an amount equal to the greater of seven per cent (7%) of the annual Austin Aqua Festival gross receipts or \$130,000. Aqua Festival's revenues from parking shall be excluded from gross revenues for the purpose of calculating payments due to the City. Acceptance of payment does not waive the City's right to audit or adjust prior payments as a result of said audit. After remitting to the Convention Center Department applicable space rental fees for the use of Palmer Auditorium, the City agrees to use fifty percent (50%) of the balance for improvements to Auditorium Shores, and fifty percent (50%) of the balance for improvements to parks on a city wide basis.

(b) Payment, as specified in (a) above, shall be in lieu of any rental fees for the use of Auditorium Shores, Palmer Auditorium - excluding any parking facilities, and Zilker Park as it exists on the date of execution of this License Agreement.

(c) Nothing herein shall be construed to grant or to guarantee to grant in the future to Aqua Festival license to use Palmer Auditorium, or Zilker Park. It is the intent of the parties merely to establish that payment hereunder is in lieu of rental fees for space at Palmer Auditorium - excluding any parking facilities, and Zilker Park, in the event that the parties enter into agreement(s) allowing Aqua Festival to use said facilities. Aqua Festival shall be given the same consideration for bookings and priority in accordance with Convention Center Department booking policy and/or Parks and Recreation Department facility use policy.

(d) Nothing herein shall be construed to obviate Aqua Festival's responsibility to pay the City for services provided by the City.

20. (a) A party may terminate this License Agreement if the other party fails to cure a material breach within seven (7) calendar days of receipt of written notice from the non-breaching party. If more than seven (7) calendar days are required to cure such default or breach, a reasonable time in excess of said period shall be established, provided the parties agree in writing as to the time period to be substituted. In the event such default or breach is not cured within a specified time, this License Agreement may be terminated:

- (1) effective seven (7) working days after receipt by the defaulting party of written notice if notice is received during the Festival or in September, October, or November of any year in which this License Agreement is in effect.
- (2) effective nine (9) months after receipt by the defaulting party of written notice if notice is received at any time other than that specified in (a) above of any year in which this License Agreement is in effect.

(b) For the purpose of Section 20(a) of this License Agreement, material breach includes, but is not limited to:

- (1) If, after written notification by the City of such failure, Aqua Festival again fails to take reasonable actions to comply with the allowable sound levels, or fails to cease amplified sound at the time required by Section 11 of this License Agreement.
- (2) If, after written notification by the City of such failure, Aqua Festival again fails to take reasonable actions to confine the consumption of alcohol to the Festival site, or fails to comply with the alcohol sales provisions of Section 15 of this License Agreement.
- (3) Aqua Festival's failure to provide or maintain insurance coverage as required under Section 17 of this License Agreement, although this does not affect the right to immediate termination under Section 17 of this License Agreement.
- (4) Any action or inaction by Aqua Festival which threatens the health, safety, or welfare of the Festival participants or the citizenry of Austin.

(c) The City may terminate this License Agreement upon thirteen (13) months written notice to Aqua Festival upon determination by the City Council that termination of this License Agreement is necessary to protect the health, safety or welfare of the citizenry, or that termination of this License Agreement is reasonably required by the public interest.

21. Notwithstanding the above provision, the City may suspend the operation of the Festival in the event Aqua Festival fails after written notice to promptly comply with License Agreement Section 11 (relating to sound), Section 15 (relating to the sale of alcoholic beverages) or Section 16 (relating to curfew). The City may also immediately suspend operation of the Festival should Aqua Festival fail to promptly correct any situation, actions or conduct posing a threat of imminent harm or danger to park patrons or the public at large. Suspension under this Section shall continue until reasonable steps have been taken to assure compliance, at which time the City shall notify Aqua Festival that the suspension is lifted.

22. Each year in which this License Agreement is in force, no later than ninety (90) days before the first day of the Festival, Aqua Festival agrees to deposit with the City \$20,000 and to allow the

City, at its discretion and in lieu of its right to suspend the Festival, to deduct therefrom \$5,000 for each breach which occurs after Aqua Festival has had written notice and an opportunity to cure such breach. At the conclusion of the Festival, deposit balances shall be credited against payments due the City.

23. This License Agreement shall not be assignable without the express written consent of the City.

24. The Director of the Parks and Recreation Department shall be authorized to administer this License Agreement on behalf of the City.

25. Any notices required by this License Agreement shall be deemed made if in writing and if hand delivered or sent postage prepaid to the parties at the addresses listed below, unless otherwise specified:

City of Austin  
Director of Parks and Recreation Department  
P.O. Box 1088  
Austin, Texas 78767

with copy to:  
City of Austin  
City Attorney  
P.O. Box 1088  
Austin, Texas 78767

Aqua Festival  
Austin Aqua Festival, Inc.  
811 Barton Springs Rd.  
Suite 111  
Austin, Texas 78704-1163  
Attention: Executive Director

With copy to:  
David B. Armbrust  
2600 One American Center  
600 Congress Avenue  
Austin, Texas 78701

26. Failure to enforce any provision of this License Agreement shall not constitute a waiver of such provision nor shall such waiver prevent the right to enforce such provision.

27. Any change to the terms and conditions of this License Agreement shall be in writing and duly executed by all parties.

28. This License Agreement shall not be construed more strictly for or against a party but shall be fairly construed.

This License Agreement shall be effective on the date of execution by all parties.

CITY OF AUSTIN

By: \_\_\_\_\_  
Alicia Perez, Assistant City Manager

Date: \_\_\_\_\_

**AUSTIN AQUA FESTIVAL, INCORPORATED**

By: \_\_\_\_\_  
(printed name)

Date: \_\_\_\_\_

\_\_\_\_\_  
(printed title)

**AQUA FESTIVAL PARK DEVELOPMENT, INCORPORATED**

By: \_\_\_\_\_  
(printed name)

Date: \_\_\_\_\_

\_\_\_\_\_  
(printed title)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mitzi Cotton, Assistant City Attorney



MEMORANDUM

**TO:** Parks and Recreation Board Members

**FROM:** Manuel A. Mollinedo, Director  
Parks and Recreation Department

**DATE:** November 7, 1990

**SUBJECT:** Town Lake Park Gazebos

In your September 25 agenda, conceptual designs were presented for three gazebos in Town Lake Park. These designs are presented again for your consideration at your November 14 meeting.

The original development of Town Lake Park included the construction of several wooden gazebos at lookout points. These structures have deteriorated over the years, and are recommended, in the Town Lake Park Design Manual, to be replaced by steel structures that will be more durable. Statements of qualification were solicited from Austin area artists this spring, to redesign three of these gazebos. Those are the gazebos at Lou Neff Point, Possum Point and the Burford Fire Tower (see attached map). Three different artist teams were selected by a jury, whose members were selected by the Art in Public Places Panel. The jury members were Steve Yanigasawa, a local Architect; Aan Coleman, a local Landscape Architect; and Bert Long, a Houston-area artist. The jury assigned each selected team a particular gazebo. Design contracts were negotiated with each team. Because of the visibility and inherent interest of the project, the designs of each team are attached, and will be presented by a representative of each artist team at your November 14 meeting. Contracts for the development of construction drawings and actual construction of the gazebos will be developed subsequently. The budget for the construction of each gazebo is \$25,000.

The Art in Public Places Panel considered the designs at their September meeting, and decided that their action was not required on the project. The Waterfront Planning Advisory Board recommended acceptance of the designs at their September 19 meeting.

Recommendation:

It is recommended that the Parks and Recreation Board approve proceeding with developing contracts for construction drawings with each of the artist teams, pending the receipt of a cost estimate from

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Town Lake Park Gazebos  
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each artist team indicating that the structure can be constructed for the available budget. It is further recommended that a written statement from a registered Engineer be provided by the team designing the Lou Neff Point Gazebo, indicating that the design is structurally feasible in that location for the available budget.

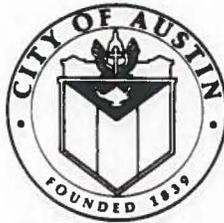
Please contact me if you have any questions.



Manuel A. Mollinedo, Director  
Parks and Recreation Department

MAM: CK

Attachments



MEMORANDUM

**TO:** Parks and Recreation Board Members

**FROM:** Charles Heimsath, Chair  
Land and Facilities Committee

**DATE:** November 7, 1990

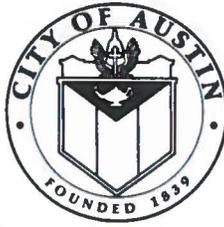
**SUBJECT:** Town Lake Park Gazebos

At our committee meeting on November 7, 1990, we considered the proposal to replace three existing wooden gazebos in Town Lake Park according to the conceptual designs of three teams of artists. We understand that the gazebos are to be unique, functional works of art within the park, and that most other park furniture in Town Lake Park will be built according to the designs in the Town Lake Comprehensive Plan Design Manual. We also understand that the proposed gazebo designs are intended to be compatible with the furniture designs in the Town Lake Comprehensive Plan Design Manual.

We concur with the staff recommendation to proceed with development of the gazebos according to the three proposed designs.

*Charles Heimsath*

Charles Heimsath, Chair *by SS*  
Land and Facilities Committee  
Parks and Recreation Board



## MEMORANDUM

**TO:** Parks and Recreation Board Members

**FROM:** Manuel A. Mollinedo, Director  
Parks and Recreation Department

**DATE:** November 15, 1990

**SUBJECT:** Walter E. Long Metropolitan Park  
Valero Transmission L.P. - License Request  
Gas Pipeline Interconnect and Metering Station

A request has been received from Clark, Thomas, Winters and Newton on behalf of Valero Transmission L.P. for approval of a License Agreement to construct a gas pipeline interconnect and metering station on part of Walter E. Long Metropolitan Park.

Valero Transmission L.P. supplies natural gas to the Decker Creek Power Plant located adjacent to the park. To ensure adequate supplies of gas to the power plant Valero is proposing to improve their delivery system by interconnecting two transmission pipelines to provide a looped circuit. The proposed gas line will run along Decker Lake Road, completely within the right-of-way, and connect to an existing Valero line near the intersection of Decker lane and Loyola Lane.

Two existing Lone Star gas transmission lines traverse the eastern side of Walter E. Long Metropolitan Park. It is the 20" Lone Star line that will be interconnected and the metering station will be located at that connection.

The section of park that is proposed to be used is a 12 acre parcel located on the south side of Decker Lake Road, remote from the main section of park. This parcel was acquired as part of a larger tract that was contiguous with the main park area. It is completely undeveloped and is encumbered with two existing gas transmission lines and a 345 kV overhead electric transmission line. There is no significant vegetation, being previously grazed ranchland the major vegetation is Mesquite trees.

The proposed interconnect and meter station would be located within a fenced enclosure, approximately 100' x 100', with a 10' wide access

road through the middle. The gas pipes would be located above ground, where necessary to provide valves and metering locations. A vegetation restoration plan, which will provide screening to the enclosure has been developed.

#### Recommendation

I recommend approval of the request for a license agreement, area and location as described in the attached metes and bounds field notes, to use part of Lake Walter E. Long Metropolitan Park for a gas line interconnect and metering station, subject to the conditions listed below.

#### Conditions

1. All construction within the park shall comply with the requirements of the "Construction in Parks Specifications" adopted by the Board, April 1990.
2. The north side of the enclosure shall be set back 5' from the property line to allow for a vegetative screen to be planted.
3. The following shall be planted as landscape restoration and screening to the enclosure, in locations to be approved by the Parks and Recreation Department.
  - (a) 56 - Flame Leaf Sumac (*Rhus Copallina* var. *lanceolata*)  
Container grown, 5 gallon minimum size.
  - change* (b) ~~25~~ - Eastern Red Cedar (*Juniper Virginiana*)  
Ball and burlap, 3" minimum caliper.
  - (c) 20 - Cedar Elm (*Ulmus Crassifolia*)  
Container grown, 2" minimum caliper.
4. The access road and all other hard paved areas shall be constructed from dark colored materials.
5. All other disturbed areas, not paved, shall be planted with native grasses and wildflowers in accordance with Section 6.1(E) 1a - Permanent Native Grasses, Mixture 1, Upland Areas.
6. On completion of construction the revegetation shall be to the specification and satisfaction of the Parks and Recreation Department.
- change* 7. Prior to construction, fiscal surety to the value of \$10,500 (estimated cost of restoration, including maintenance) shall be posted. 9,

Parks and Recreation Board  
License Agreement - Walter E. Long Metro Park  
November 15, 1990  
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If I can provide you with any additional information, please let me know.



*for* Manuel A. Mollinedo, Director  
Parks and Recreation Department

MAM:pm



**M E M O R A N D U M**

**TO:** Parks and Recreation Board Members

**FROM:** Charles Heimsath, Chair  
Land and Facilities Committee

**DATE:** November 15, 1990

**SUBJECT:** Walter E. Long Metro. Park  
License Request, Valero Transmission L.P.

At our committee meeting held on November 7, 1990 we considered the request from Valero Transmission L.P. for approval of a license agreement to construct a pipeline interconnect and metering station on part of Walter E. Long Metropolitan Park.

Questions regarding the project were answered by staff and representatives from Valero Transmission L.P. and their attorneys. We are satisfied that there are no feasible and prudent alternatives to using this section of parkland and that all reasonable planning has been done to minimize damage to the parkland.

We concur with the staff recommendation to approve the request for a license agreement subject to the conditions proposed.

*Charles Heimsath*

Charles Heimsath, Chair *by SS*  
Land and Facilities Committee  
Parks and Recreation Board

CLARK, THOMAS, WINTERS & NEWTON  
A PROFESSIONAL CORPORATION

POST OFFICE BOX 1148  
AUSTIN, TEXAS 78767

1200 TEXAS COMMERCE BANK BUILDING  
700 LAVACA STREET  
AUSTIN, TEXAS 78701

600 ONE RIVERWALK PLACE  
700 N. ST. MARY'S ST.  
SAN ANTONIO, TEXAS 78205  
TELEPHONE (512) 227-2691  
FAX (512) 227-9334

TELEPHONE (512) 472-8800  
FAX (512) 474-1129

600 BANK OF THE HILLS BUILDING  
13809 RESEARCH BOULEVARD  
AUSTIN, TEXAS 78750  
TELEPHONE (512) 331-1134  
FAX (512) 250-1238

November 14, 1990

HAND DELIVERY

Mr. Manuel Mollinedo, Director  
Department of Planning & Design  
PARKS & RECREATION DEPARTMENT  
CITY OF AUSTIN  
1500 Riverside Drive West  
Austin, TX 78704

Re: Valero Transmission L.P. License Application

Dear Mr. Mollinedo

Enclosed please find the following documents which comprise the Application of Valero Transmission L.P. ("Valero") for a license to install a pipe line interconnect and metering station on an approximate 12-acre parcel of land owned by the City of Austin on the south side of Decker Lake Road just west of F.M. 973 and across Decker Lake Road from Walter E. Long Park:

1. Location map prepared by Valero;
2. Area location map prepared by Valero;
3. Site plan of .2218 acre meter regulator station site to be licensed; and
4. Field Note description of .2218 acre site.

Valero proposes to construct approximately 2.2 miles of 24-inch pipe line between the existing Lone Star Gas Company 20-inch pipe line located near the intersection of Decker Lake Road and F.M. 973 and an existing Valero 20-inch pipe line located near the intersection of F.M. 3177 and Loyola Lane in Travis County, Texas.

CLARK, THOMAS, WINTERS & NEWTON  
A PROFESSIONAL CORPORATION

Mr. Manuel Mollinedo, Director  
Department of Planning & Design  
PARKS & RECREATION DEPARTMENT  
CITY OF AUSTIN  
November 14, 1990  
Page 2

The pipe line route will be entirely in the right of way of Decker Lake Road and Loyola Lane except for the beginning and end connection points. The proposed 24-inch pipe line interconnect will establish a "loop system" between the Lone Star 20-inch and the Valero 20-inch pipe line by virtue of existing common connections located in the Del Valle area. By providing this loop system, Valero will be able to ensure maintenance of a minimum delivery pressure of 350 PSIG at the City of Austin Decker Creek power plant.

The proposed license site is currently burdened with a 100-foot wide electric utility easement which supports a 345 kv transmission line, as well as a 15-foot natural gas pipe line easement, wherein the 20-inch Lone Star Gas pipe line is located. The only other possible location of the proposed meter and regulator station is across Decker Lake Road, which would put the station on developed City park land.

The installation of the meter regulator station is not anticipated to have any negative short or long term effects on Walter E. Long Park because the station is located on a 12-acre parcel across Decker Lake Road from the Park. The location of the meter regulator station is dictated by the location of the Lone Star 20-inch pipe line, with which this proposed 24-inch pipe line will interconnect.

As mentioned earlier, if not located on the south side of Decker Lake Road, the only other location possible for the station is on the north side of Decker Lake Road, which would put the station on developed City park land. In order to minimize damage to the site and the esthetics of Walter E. Long Park across the road, Valero proposes to screen the enclosed station area with solid native evergreen vegetation acceptable to the Parks Department.

Thank you for your attention and cooperation in this matter. If you any questions with regard to this license application,

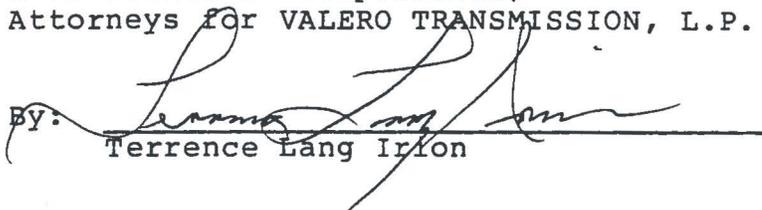
CLARK, THOMAS, WINTERS & NEWTON  
A PROFESSIONAL CORPORATION

Mr. Manuel Mollinedo, Director  
Department of Planning & Design  
PARKS & RECREATION DEPARTMENT  
CITY OF AUSTIN  
November 14, 1990  
Page 3

please do not hesitate to call either myself or Mr. Richard Tagle  
with Valero Transmission, L.P., at (512) 246-2397.

Very truly yours,

CLARK, THOMAS, WINTERS & NEWTON,  
a Professional Corporation,  
Attorneys for VALERO TRANSMISSION, L.P.

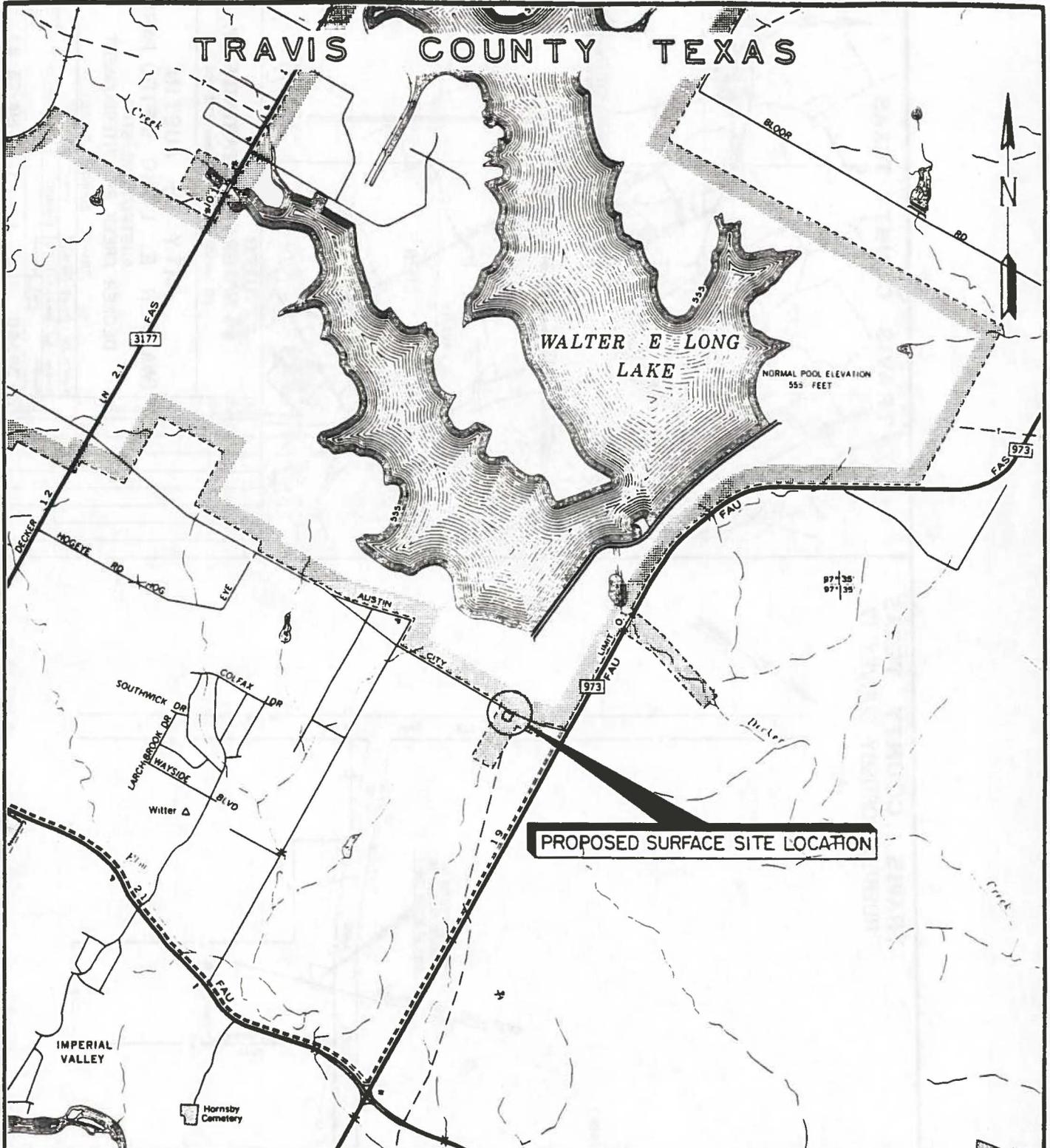
By:   
Terrence Lang Irion

TLI:sl

Enclosures

cc: Peter March  
Junie Plummer  
Richard Tagle

TRAVIS COUNTY TEXAS



PROPOSED SURFACE SITE LOCATION

**VALERO**  
**NATURAL GAS PARTNERS, L.P.**  
 P.O. Box 500 • San Antonio, Texas 78292-0500

PROPOSED  
**SURFACE SITE LOCATION**  
 AUSTIN/LONE STAR  
 DECKER CREEK 24" INTERCONNECT  
 TRAVIS COUNTY, TEXAS

Subsidiary	
DRAWN BY APA	DATE 11-14-90
CHECKED BY <i>JH</i>	DATE 11-14-90
APPROVED BY	DATE

SCALE  
 1" = 1/2 Mi.  
 AFE 39368

Approved	Design Engr.	Approved	Supervising Engr.
Sheet 1 of 1		A	

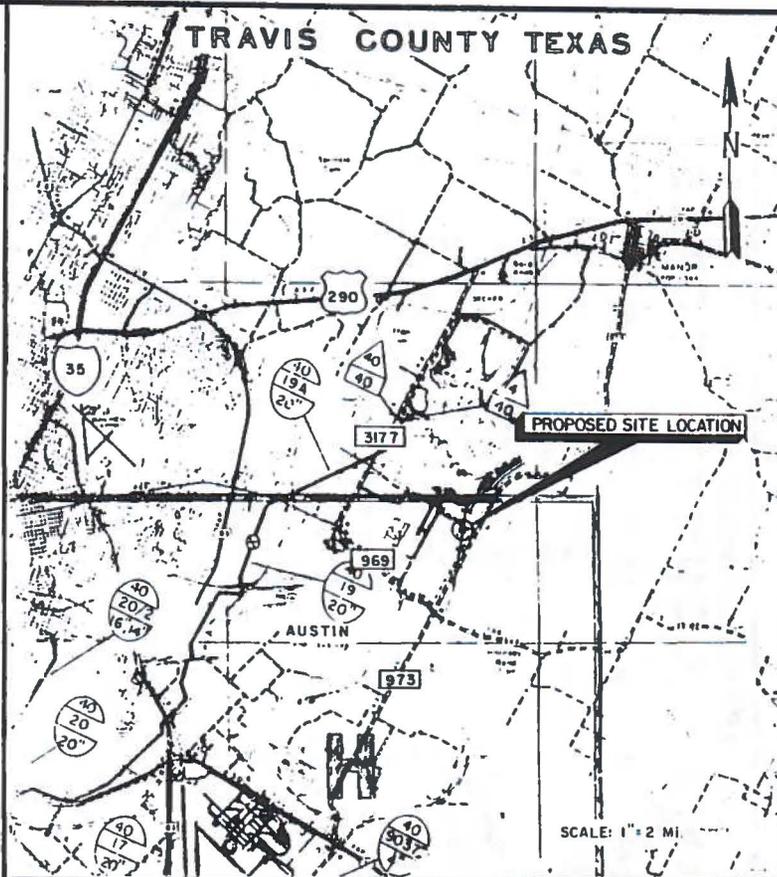
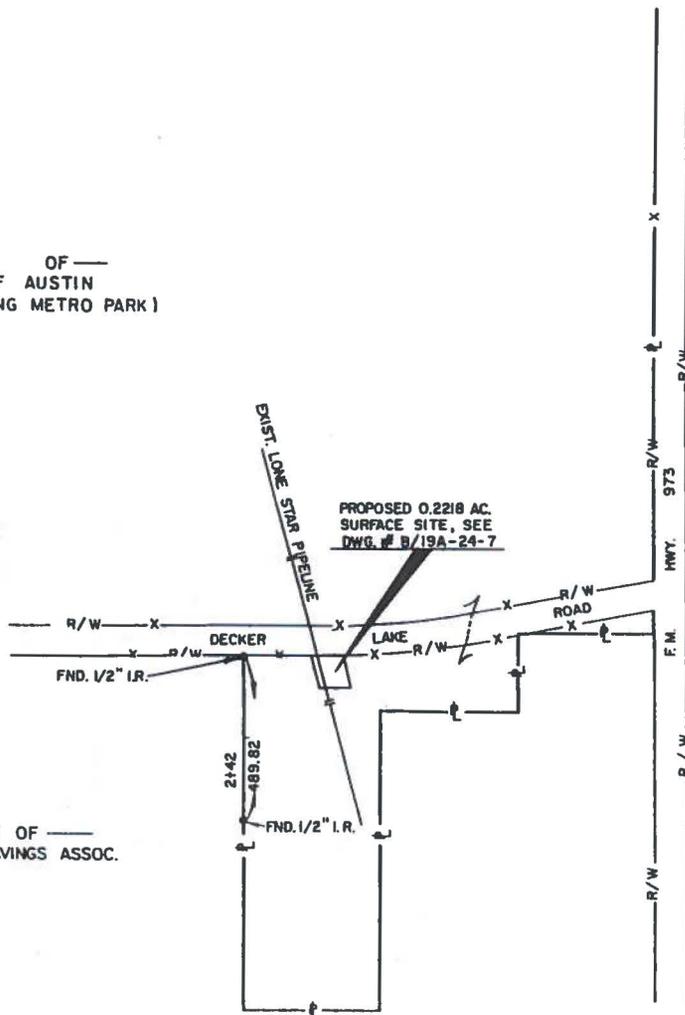
DATE MICROFILMED

ENCLOSURE 1 1e

TRAVIS COUNTY TEXAS  
RUEBEN HORNSBY, SURVEY 17  
A-15

— PROPERTY OF —  
CITY OF AUSTIN  
(WALTER E. LONG METRO PARK)

— PROPERTY OF —  
REMINGTON SAVINGS ASSOC.



**VALERO**  
NATURAL GAS PARTNERS, L.P.  
P.O. Box 500 • San Antonio, Texas 78292-0500

CITY OF AUSTIN  
(WALTER E. LONG METRO PARK)  
AUSTIN/LONE STAR  
DECKER CREEK 24" INTERCONNECT  
TRAVIS COUNTY, TEXAS

Drawn By	J.V.	Date	9-26-90	Scale	1" = 400'	Approved	Supv. Eng.
Checked	<i>[Signature]</i>	Date	10-1-90	Scale	1" = 400'	Approved	Supv. Eng.
Approved	<i>[Signature]</i>	Chief Drafter	Approved	Approved		Approved	Mr. Eng.



EXHIBIT "A"

City of Austin  
Parks & Recreation  
Pipeline Surface Site

METES AND BOUNDS DESCRIPTION OF 0.2223 ACRE TRACT

0.2223 acres of land out of the City of Austin, 75 acre tract of land in the Rueben Hornsby Headright League Survey, 17, Abstract No. 15, in Travis County, Texas. Said 75 acre tract being that certain tract of land described in County of Travis, Final Judgment #419, City of Austin vs. William Bowers III, et. al and recorded in Volume 4121 page 1077 of the Deed Records of Travis County, Texas.

BEGINNING at the Northeastern corner of the herein described 0.2223 acre tract of land, a 1/2" iron rebar set in the Southwesterly Right-of-Way fence line of Decker Lake Road. Said 1/2" iron rebar being 222.77 feet Southeasterly along said Southern Right-of-Way fence line from a 1/2" iron rod found marking the intersection of the Southern right line of Decker Lake Road and the most Western line of the City of Austin above mentioned 75 acre tract of land.

THENCE South 60° 20' 21" East with the Southern Right-of-Way fence line of Decker Lake Road at 15 feet across an existing Lone Star Pipeline, continuing in all a distance of 34.55 feet to a point of curvature to the left;

THENCE in a Southeasterly direction with the Southerly Right-of-Way fence line of Decker Lake Road, an arc of a circular curve to the left, having a radius of 1910.08 feet, a central angle of 01° 57' 45" and an arc distance of 65.42 feet to a 1/2" iron rebar set in the Right-of-Way fence line of Decker Lake Road, for the Northwesterly corner of the herein described 0.2223 acre tract of land;

THENCE South 14° 21' 39" West, 101.12 feet to a 1/2" iron rebar set for the Southeastern corner of the herein described 0.2223 acre tract of land;

THENCE North 60° 40' 21" West, at 85 feet across an existing Lone Star pipeline, continuing in all a distance of 100 feet to a 1/2" iron rebar set for the Southwestern corner of the herein described 0.2223 acre tract of land;

THENCE North 14° 21' 39" East, 100 feet to a 1/2" iron rebar at the point of beginning and containing 0.2223 acres of land.

I, C. W. Luersen, Registered Professional Land Surveyor No. 4266 in the State of Texas, employed by Valero Transmission Company, do hereby certify that the foregoing description reflects a survey made on the ground under my supervision.

  
C. W. LUERSEN, R.P.L.S. No. 4266



# TRAVIS COUNTY TEXAS

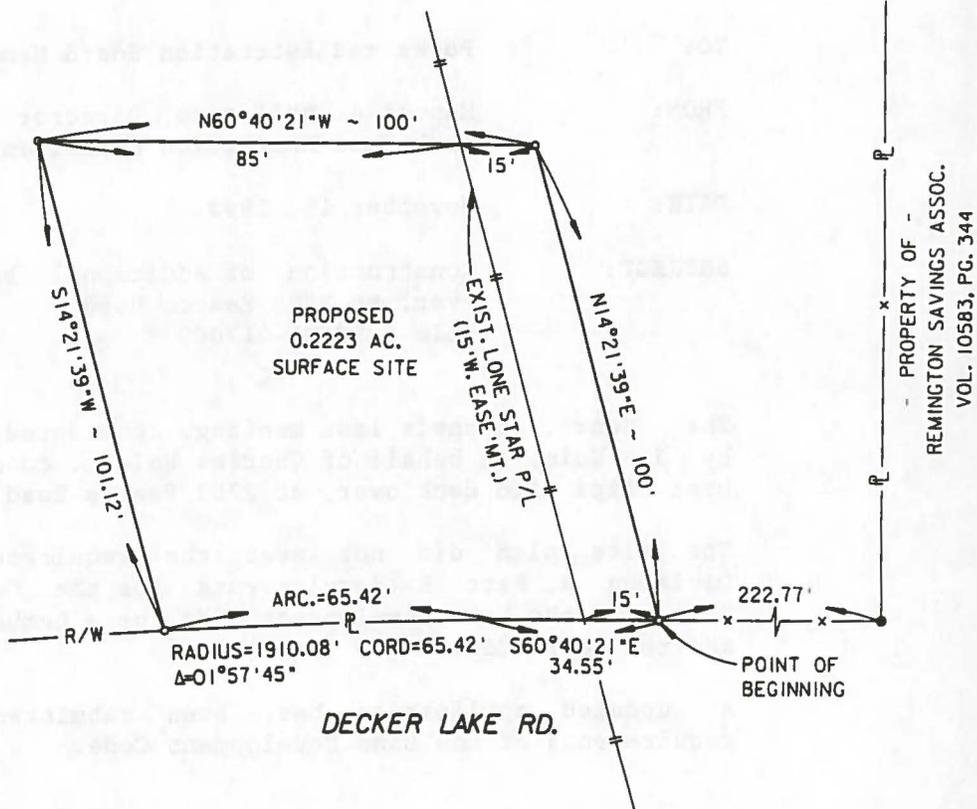
REUBEN HORNSBY SUR. 17

A - 15

- PROPERTY OF -  
CITY OF AUSTIN PARKS & RECREATION  
VOL. 4121, PG. 1077

### LEGEND

- RODS SET
- RODS FOUND



I, C.W. Luersen, Registered Professional  
Land Surveyor No. 4266 In The State Of  
Texas, Employed By Valero Transmission Company,  
Do Hereby Certify That This Map Represents  
A Survey Made On The Ground Under My Supervision.

*C.W. Luersen*

C.W. Luersen R.P.L.S. No. 4266

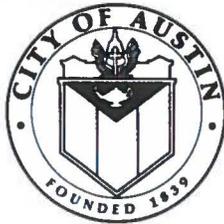


SURVEY DATE: 6-28-90

**VALERO**  
**NATURAL GAS PARTNERS, L.P.**  
Post Office Box 500 San Antonio, Texas 78212-0500

PROPOSED  
0.2223 AC. SURFACE SITE  
AUSTIN /LONE STAR-  
DECKER CREEK 24" INTERCONNECT  
TRAVIS COUNTY, TEXAS

Subsidiary				Approved	Design Engr.	Approved	Supervising Engr.
DRAWN BY	DB	DATE	11-15-90	SCALE	1"=30'		
CHECKED BY	<i>[Signature]</i>	DATE	11-16-90				
APPROVED BY		DATE		AFE	39368	Sheet	of
						A	EXHIBIT "A"



**M E M O R A N D U M**

**TO:** Parks and Recreation Board Members

**FROM:** Manuel A. Mollinedo, Director  
Parks and Recreation Department

**DATE:** November 15, 1990

**SUBJECT:** Construction of additional boat slips with deck  
over, at 2703 Pearce Road  
File # SP-90-0170DS

The Board, at their last meeting, considered a request submitted by Joe Koin, on behalf of Charles Walden, to construct additional boat slips with deck over, at 2703 Pearce Road.

The site plan did not meet the requirements of Article VI, Division 4, Part E (Requirements for the Construction of Boat Docks) of the Land Development Code for a number of reasons and the Board denied the request.

A updated application has been submitted that meets the requirements of the Land Development Code.

**Recommendation**

This request now meets the requirements of Article VI, Division 4, Part E (Requirements for the Construction of Boat Docks) and I recommend approval of the request to construct an additional boat slip with deck over at 2703 Pearce Road.

If I can provide you with any additional information, please contact me.

*Carolyn Nelson*  
for Manuel A. Mollinedo, Director  
Parks and Recreation Department



November 15, 1990

Mr. Manuel Mollinedo  
Director, Parks and Recreation Board  
Parks and Recreation Department  
City of Austin, Texas  
Attn: Mr. Peter Marsh

Re: Site Plan #SP-90-0170DS  
2703 Pearce Road

Dear Sir,

Your approval is requested to add to and refurbish an existing 6'0" x 30'0" wood boat dock to include: a boat slip with automatic or electric boat hoist equipment, walks and stair to sundeck above boat slip and existing boat dock, as outlined in the plans and specifications attached and to the City of Austin's codes.

This property is single family, sole ownership as follows:

Lot No. 19 of Revised Manana  
Travis County, Texas  
Being 0.75 Acre of Land  
Located at: 2703 Pearce Road, 78730  
Owner: Mr: Charles R. Walden, Sr.  
4510 Small Drive  
Austin, Texas 78731  
(512) 345-9448 (Office)

The starting date for construction is according to the time Lake Austin will be lowered, approximately February of 1991.

Thank You,

*Joseph L. Koinm, Sr.*  
Joseph L. Koinm, Sr.  
Member in Good Standing-  
T.I.B.D. and A.I.B.D.

Agent for:  
Charles R. Walden, Sr.  
Office Address:  
4107 Spicewood Springs Rd.  
Suite 218  
Austin, TX 78759  
(512) 345-9448



MEMORANDUM

TO: Parks and Recreation Board Members

FROM: Louise Nivison, Chair  
Navigation Committee

DATE: November 20, 1990

SUBJECT: Construction of additional boat dock slip with deck at 2703  
Pearce Road.

The Navigation Committee has reviewed the revised plans to renovate and add to an existing boat dock at 2703 Pearce Road. Construction will include an additional boat slip, with a deck above the slip. The revised plans comply with the provisions of the Land Development Code.

The Navigation Committee recommends approval of the request.

*Louise Nivison*

Louise Nivison, Chair *by SS*  
Navigation Committee  
Parks and Recreation Department



## MEMORANDUM

**TO:** Parks and Recreation Board Members

**FROM:** Manuel A. Mollinedo, Director  
Parks and Recreation Department

**DATE:** November 19, 1990

**SUBJECT:** Two Draft Interlocal Cooperation Agreements with Travis County for New Park Development

At the direction of City Council, PARD staff has been working on the two attached draft Interlocal Cooperation Agreements with Travis County for development of two new parks, one owned by each entity. You are being asked to review and approve the draft agreements and to provide Board recommendations to be forwarded to City Council. The agreements have been reviewed and approved by the legal departments of both the City and the County, and are tentatively scheduled for City Council action on December 6, 1990.

(County, Dec 18)

### INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY FOR A NEW PARK IN SECTOR 10

#### Background

Beginning in August 1989, the Dove Springs community, composed of several neighborhood organizations in southeast Austin, began a series of meetings to canvas residents about their perceptions of the community. A community-wide survey conducted early in 1990 clearly indicated that more than anything else the residents felt the community needed recreational facilities. In February 1990, the Dove Springs community formally requested the City to provide additional parkland to serve the area south of Ben White Boulevard and east of IH 35.

On March 22, 1990, City Council directed PARD to conduct a feasibility study of potential sites to fulfill the community's request for a new park. On March 28, 1990, the Travis County Commissioners voted to assist the Dove Springs community by allocating \$1,120,000 in Precinct 4 park bond funds for construction of a new park if the City would provide the land.

During the spring of 1990, PARD staff conducted the feasibility study and recommended purchase of 29.1 acres of undeveloped land along Williamson Creek and across the street from Widen Elementary School. The needed Capital Improvement funds were available for parkland acquisition in this part of the City. On June 7, 1990, City Council approved the 29.1-acre purchase of the new park.

PARD staff, with assistance from the Real Estate Division of the Public Works Department, is currently negotiating to purchase the contiguous 16.3-acre tract to enlarge the new park. Needed Capital Improvement funds are available for the acquisition. City Council approved this purchase on November 15, 1990.

### **The Agreement**

The attached Agreement sets forth the responsibilities of the City and the County for the new park. Basically, the City will be responsible for design, construction, ownership, operation and maintenance of the park, and the County will provide \$1,120,000 toward construction of a pool, bathhouse, parking lot and related infrastructure.

The Agreement allows for the options of adding more acreage to the park, and of applying for a park development grant from the Texas Parks and Wildlife Department (TPWD). The County funding could be used as the City's grant match. A TPWD grant for the maximum of \$500,000 would result in an overall \$1.6 million park development budget to allow construction of many other facilities such as tennis, basketball and volleyball courts, a Frisbee golf course and football, soccer and softball/baseball fields. No City funds will be required for design and construction of this new City park, but it is anticipated to need operating budget support beginning in FY 92-93.

### **INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY FOR A PARK AT WINDMILL RUN**

#### **Background**

The December 1985 bond election included a Proposition 16 to authorize the issuance of \$290,000 in general obligation bonds to develop parkland in the Oak Hill area. The proposition was placed on the ballot after a landowner west of Oak Hill offered to dedicate parkland to the City if Capital Improvement funds were approved for park development. The proposition was approved by the voters, but the landowner subsequently went bankrupt and the land was never given to the City.

Parks and Recreation Board Members  
November 19, 1990  
Page 3

Over time, the City received numerous requests from Oak Hill area residents, neighborhood associations and civic groups in support of using these funds to develop Dick Nichols District Park, located just south of the center of Oak Hill. Dick Nichols Park was purchased in 1980 but had never been funded for development.

Meanwhile, Travis County officials had expressed interest in developing, in cooperation with the City, a County park at Windmill Run, located within the City limits in the "Y" of Oak Hill. On December 15, 1988, City Council approved reallocation of \$240,000 of the 1985 bond authorization for development of Dick Nichols Park, and reserved the remaining \$50,000 for a possible interlocal agreement with Travis County to develop a park at Windmill Run.

#### The Agreement

The Agreement sets forth the responsibilities of the City and the County regarding the new park at Windmill Run. Basically, the City will donate \$50,000 to be used by the County solely for construction of the park, and will have no further financial obligations. At a minimum, the County will match the City's \$50,000 in cash and in-kind services for construction of the park, and will have full responsibility for ownership, maintenance, operation and future development of the park.

The park will be developed for neighborhood use. Improvements will include two playgrounds, one for tots and the other for kids 5 years of age and older, a softball field, one group and eight individual picnic areas, trails and parking.

RECOMMENDATIONS: I recommend approval of the two draft agreements.

The Land & Facilities Committee met on Monday, November 19, 1990 to review the agreements, and recommended approval of both agreements (see attached memorandum).

*for Carolyn Nelson*  
Manuel A. Mollinedo, Director  
Parks and Recreation Department

Attachments  
MAM:SC



**M E M O R A N D U M**

**TO:** Parks and Recreation Board

**FROM:** Charles Heimsath, Chair  
Land and Facilities Committee

**DATE:** November 19, 1990

**SUBJECT:** Interlocal Agreements with Travis County for Development of Dove Springs Park and Windmill Run Park.

On November 19, 1990 the Land and Facilities Committee of the Parks Board meet to consider Interlocal Cooperation Agreements between the City of Austin and Travis County for the development of Dove Springs Park and Windmill Run Park. The following actions were approved.

**Dove Springs Park (Sector 10)**

The Land and Facilities Committee recommends approval of the draft Interlocal Cooperation Agreement for the development of improvements at the City's Dove Springs Park. The Committee further recommends that the funds contributed by Travis County should be placed in a City of Austin interest-bearing account and all interest accrued should be used for improvements in Dove Springs Park.

**Windmill Run Park**

The Land and Facilities Committee recommends approval of the draft Interlocal Cooperation Agreement for the development of Travis County's Windmill Run Park.

*Charles Heimsath*

Charles Heimsath, Chair *by SS*  
Land and Facilities Committee  
Parks and Recreation Department

11/9/90  
DRAFT

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY  
FOR A NEW PARK IN SECTOR 10**

This Agreement, entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 1990, is between the City of Austin ("City"), acting by and through its duly authorized representative, Alicia Perez, Assistant City Manager, and Travis County ("County"), acting by and through its duly authorized representative, Bill Aleshire, County Judge.

WHEREAS, the City and County recognize the health and welfare benefits of providing public recreation facilities; and

WHEREAS, the City and County recognize that Sector 10, a geographic planning area defined by the City and located in both southeast Austin and southeast Travis County, is deficient in developed parkland and related recreational amenities; and

WHEREAS, a recent survey of the Dove Springs Community, comprised of several adjoining neighborhoods located in Sector 10, indicated that the community's highest priority need is for recreational facilities; and

WHEREAS, the City and County desire to cooperate to provide certain public recreational facilities ("Facilities"), further described in Exhibit "A" attached hereto and incorporated by reference for all purposes, in Sector 10 to address such needs and deficiencies; and

WHEREAS, the purpose of this Interlocal Cooperation Agreement ("Agreement"), pursuant to the Interlocal Cooperation Act, Article 4413 (32c), V.A.C.S., is to set forth the responsibilities of the City and County in the design, construction, payment, operation, maintenance and ownership of the Facilities;

The parties, therefore, in consideration of the mutual covenants expressed herein, agree as follows:

**SECTION I  
Term**

The term of this Agreement, commencing on the date of execution, shall be for a five (5) year period or until construction of the Facilities is completed.

**SECTION II**  
**Services Performed by the City**

A. The City shall provide a 29.1-acre tract of parkland ("Park"), acquired by the City for this project in June, 1990. The City is negotiating to purchase an additional, contiguous 16.3-acre tract for the Park. Both tracts are more specifically described in Exhibit "B," attached hereto and incorporated by reference for all purposes.

B. The City shall be responsible for the design and construction of the Facilities in the Park which shall meet or exceed City standards and specifications for similar facilities. The County shall participate in review of each of the following steps in the design and construction process:

- 1) Conceptual Design
- 2) Schematic Design
- 3) Final Design
- 4) Complete Construction Documents
- 5) Substantial Completion of Construction

The County shall also participate in the City process for selection of a construction contractor.

C. The City agrees that any portion of the design and construction work which the City contracts to an independent contractor shall be executed through an open competitive or bidding process.

D. The City shall recognize the participation of the County by plaque, sign or other acceptable method installed on or in the Facilities. The County shall approve such recognition prior to installation.

E. The City shall be responsible for maintenance and operation of the Facilities. The City agrees to operate and manage the Facilities in the same manner that it manages its other similar parks and facilities.

**SECTION III**  
**Responsibilities and Costs**

A. The cost of the Facilities, excluding the cost of acquiring the Park and as described in Exhibit "A", shall not exceed \$1,120,000. Within three (3) weeks of the effective date of this Agreement, the County shall transmit to the City a check, made payable to the City of Austin in the amount of \$1,120,000 to be deposited in an escrow account, to be used by the City solely for construction of the Facilities. Cost of the Facilities includes, but is not limited to design costs, construction costs, labor costs, material costs, engineering costs, permits, inspection

fees, administrative costs, and any other reasonable costs incurred after the date of the execution of this Agreement for design and construction of the Facilities.

B. If the cost of the Facilities is less than \$1,120,000, the balance may be available for further recreational improvements to the Park, subject to mutual agreement.

C. Upon completion of the Facilities and such further improvements as may be agreed to, the City shall deliver to the County written notice that the Facilities have been completed ("Completion Notice").

#### **SECTION IV Completion of Work**

The City shall complete work required on the Facilities on or before five (5) years from the date of execution. An extension of time to complete all work required by this Agreement may be granted upon agreement by both parties for good cause shown.

#### **SECTION V Ownership of Facilities**

The Facilities shall belong to the City and shall be open to the public.

#### **SECTION VI Liability**

A. The County shall not be responsible for any liability for accident or injury which occurs during construction of the Facilities as a result of, or related to, any construction activity, or after completion of construction.

B. The City does hereby agree, to the extent permitted by law, to indemnify, save and hold harmless, and defend the County, its agents, servants, and employees from any and all negligence, liability, loss, costs, claims, including attorney's fees, or expense of whatsoever type or nature arising in whole or in part, out of any and all act(s) of commission or omission of the City, its agents, servants, employees, consultants, or invitees arising in whole or in part from activities under or related to this Agreement, for which a claim, including attorney's fees, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against the City or the County.

**SECTION VII**  
**Designation of Representatives**

A. The City designates the Director of the Austin Parks and Recreation Department as the representative authorized to act on the City's behalf with respect to the design and construction of the Facilities.

B. The County designates the Director of the Travis County Public Improvements and Transportation Department, or his/her designee, as the representative authorized to act on the County's behalf with respect to the design and construction of the Facilities.

**SECTION VIII**  
**Termination of Contract**

A. If either party fails substantially to fulfill its obligations under this Agreement in a timely manner, or violates any of the provisions of this Agreement, then the non-breaching party shall notify the breaching party in writing of the specific violations of the contract. The breaching party shall have 60 days from receipt of this notice in which to cure any such violations. If the violation cannot reasonably be cured within this 60-day period, and the breaching party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the parties may agree in writing to an extension of the period in which the violation must be cured.

B. If, however, the breaching party has not cured the violation as specified in the written notice or any extension within the time provided, then the non-breaching party, at its sole option, shall have the right to terminate this Agreement. This termination shall be made by sending written notice of termination to the breaching party. This "Notice of Termination" shall be effective for all purposes when deposited in the U.S. Mail, postage prepaid, and mailed Certified Mail, Return Receipt requested.

C. In the event this Agreement is terminated by the County, for material breach by the City, the City shall pay to the County funds necessary to cure said breach, in an amount not to exceed \$1,120,000.

**SECTION IX**  
**Miscellaneous Provisions**

A. This Agreement constitutes the entire agreement between the parties. Any previous agreement, assertion, statement, understanding, or other commitment before the date of this contract, whether written or oral, shall have no force or effect.

No agreement, assertion, statement, understanding, or other commitment during the term of this Agreement, or after the term of the Agreement, shall have any legal force or effect unless properly executed in writing by the parties and approved by the City Council and the Travis County Commissioners Court.

B. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue for any lawsuit concerning this Agreement shall lie in the City of Austin, Travis County, Texas.

C. All official communications and notices required to be made under this contract shall be deemed made if sent postage prepaid to the parties at the addresses listed below, unless otherwise specified elsewhere in this contract:

City of Austin  
Director, Parks and Recreation Department  
P.O. Box 1088  
Austin, Texas 78767

Travis County  
Director, Public Improvements and Transportation Department  
P.O. Box 1748  
Austin, Texas 78767

D. The City and the County bind themselves, their successors in interest, assigns and legal representatives to this Agreement. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

#### **SECTION X Severability**

If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts of this Agreement shall remain in full effect.

#### **SECTION XI Waiver**

If at any time either party, its successors or assigns, fails to enforce this Agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

**SECTION XII**  
**Payments From Current Revenues**

Any and all costs incurred in the discharge of the respective obligations of the parties, as set forth in this Agreement, shall be paid from the current revenues of the party. The County warrants that it has current revenues in an amount sufficient to perform this Agreement.

Witness our hands at the City of Austin, Travis County, Texas.

CITY OF AUSTIN

By: \_\_\_\_\_  
Alicia Perez  
Assistant City Manager

TRAVIS COUNTY

By: \_\_\_\_\_  
Bill Aleshire  
County Judge

APPROVED AS TO FORM:

CITY OF AUSTIN

By: \_\_\_\_\_  
Assistant City Attorney

TRAVIS COUNTY

By: \_\_\_\_\_  
Assistant County Attorney

SECTOR 10 PARK  
CONSTRUCTION ELEMENTS AND ESTIMATED COSTS

I. CONCEPTUAL MASTER PLAN ELEMENTS

- A. Junior Olympic swimming pool
- B. Bathhouse with restrooms accessible to the park
- C. Recreation center with gym
- D. Two lighted basketball courts
- E. Two lighted tennis courts
- F. A 1/4-mile running track
- G. Football/soccer field
- H. Two lighted softball/baseball fields with bleachers
- I. Trails
- J. A nine-hole Frisbee golf course
- K. Group picnic area with shelter
- L. Playscape
- M. A lighted sand volleyball court
- N. Picnic tables and grills, benches and other park furniture
- O. Landscaping
- P. Irrigation
- Q. Parking

II. ELEMENTS TO BE CONSTRUCTED WITH \$1,120,000 FROM TRAVIS COUNTY

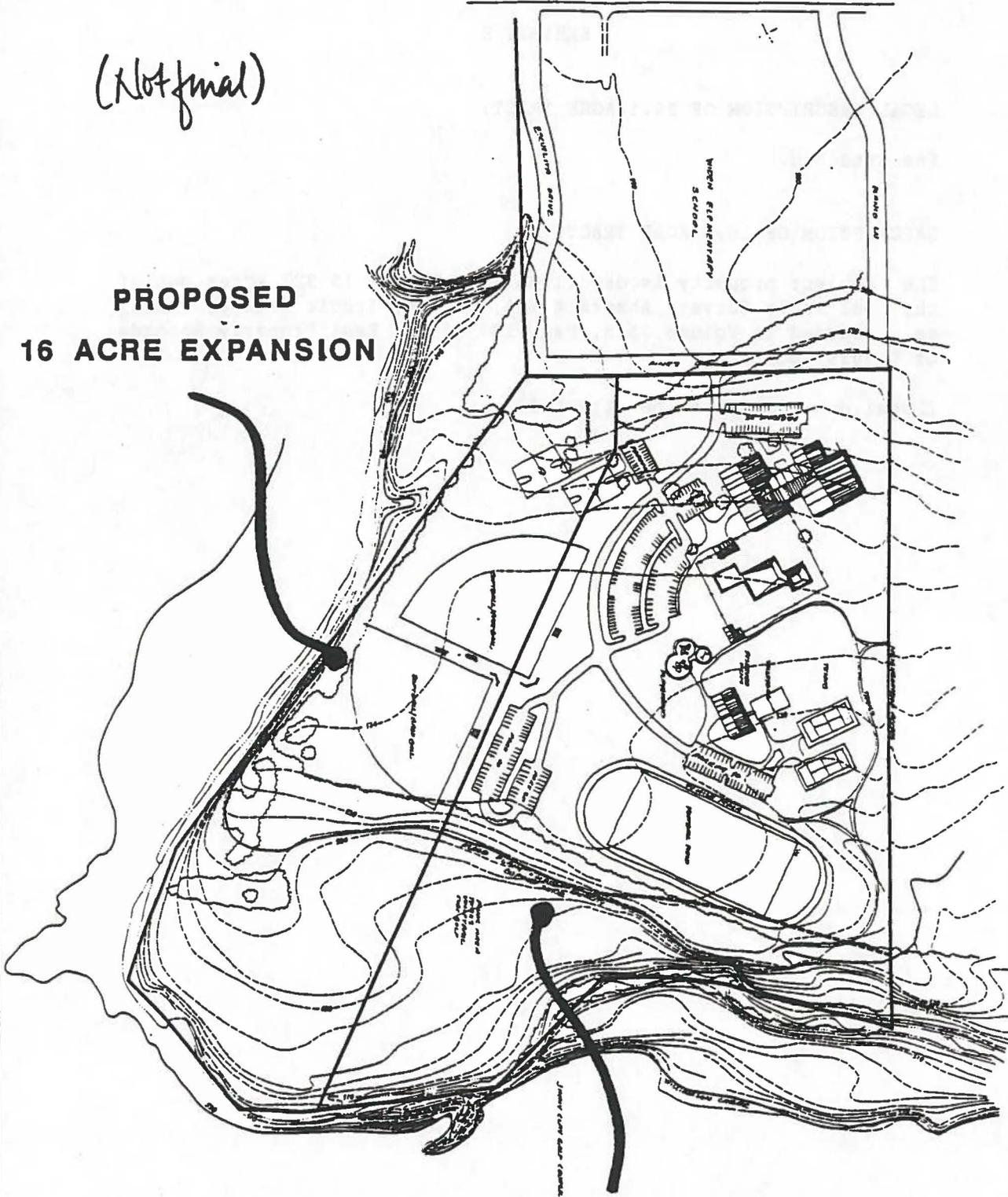
ELEMENTS	ESTIMATED COSTS
A. Junior Olympic pool and bathhouse	\$ 800,000
B. Infrastructure (roads, parking, utilities, construction permits, capital recovery fees, etc.)	208,000
C. Architectural, engineering and project management fees	112,000
<b>TOTAL</b>	<b>\$1,120,000</b>

III. ADDITIONAL ELEMENTS TO BE CONSTRUCTED IF TEXAS PARKS AND  
WILDLIFE DEPARTMENT GRANT FOR \$500,000 IS AWARDED

<b>ELEMENTS</b>	<b>ESTIMATED COSTS</b>
A. Playscape	\$ 50,000
B. A sand volleyball court (unlighted)	6,000
C. A nine-hole Frisbee golf course	10,000
D. One lighted basketball court	35,000
E. One lighted tennis court	40,000
F. Two practice ballfields (unlighted)	20,000
G. Group picnic shelter	20,000
H. Trails	40,000
I. Park furniture	34,500
J. Landscaping and irrigation	20,000
K. 5% Contingency for construction of A-J	14,500
L. Infrastructure	192,000
M. Additional architectural, engineering and project management fees for A-J	18,000
<b>TOTAL</b>	<b>\$500,000</b>

(Not final)

**PROPOSED  
16 ACRE EXPANSION**



**EXISTING 29 ACRE DOVE SPRINGS PARK**

DATE	BY	REVISION	<b>AUSTIN PARKS AND RECREATION DEPARTMENT</b>		
RECORDED PAGE - 29 ACRES + 16 ACRE SITE DOVE SPRINGS PARK			DIRECTOR J. M. ... DIVISION MANAGER ... PLANNING SUPERVISOR S. ... LANDSCAPE ARCHITECT G. ...	APPROVED / _____ _____ _____	REVIEW _____ _____ _____

EXHIBIT B

LEGAL DESCRIPTION OF 29.1-ACRE TRACT:

See attached.

DESCRIPTION OF 16.3-ACRE TRACT:

The subject property is described as 1.0 and 15.327 acres out of the Del Valle Survey, Abstract #24, Austin, Travis County, Texas, as recorded in Volume 7543, Page 107 of the Real Property Records of Travis County.

(Legal description to be attached)

EXHIBIT B

OWNER: RON SCHARFE  
29.075 Acres  
For Parkland

FIELD NOTE DESCRIPTION

FIELD NOTES DESCRIBING 29.075 ACRES OF LAND OUT OF THE SANTIAGO DEL VALLE GRANT IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING THAT CERTAIN TRACT OF LAND AS CONVEYED TO RON SCHARFE BY DEED RECORDED IN VOLUME 10940, PAGE 465 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND AS CONVEYED TO FRED EPPRIGHT BY DEEDS RECORDED IN VOLUME 8179, PAGE 148 AND VOLUME 8085, PAGE 204 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, THE SAID 29.075 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the centerline of Williamson Creek, being the Northeast corner of the said Eppright Tract recorded in Volume 8179, being the Southeast corner of Lot 3 of Cooper Addition, a subdivision in the City of Austin, Travis County, Texas, as recorded in Plat Book 18, Page 20 of the Plat Records of Travis County, Texas, and being a point in the West line of that certain 466.17 acre tract of land conveyed to the City of Austin, Travis County, Texas, by Warranty Deed recorded in Volume 2453 at Page 190 of said deed records, known as Jimmy Clay Golf Course;

THENCE with the East line of the said Eppright Tracts, being the West line of the said Golf Course, being the centerline of Williamson Creek, the following courses:

S 34° 12' W for a distance of 231.40 feet to an angle point

S 50° 40' W at a distance of 174.10 feet pass the Southeast corner of the said Eppright Tract recorded in Volume 8179, being the Northeast corner of the said Eppright Tract recorded in Volume 8085 and continuing for an additional distance of 78.90 feet for a total distance this course of 253.00 feet to an angle point

S 11° 43' W for a distance of 331.00 feet to an angle point

S 06° 17' E for a distance of 275.00 feet to an angle point

S 21° 46' W for a distance of 182.00 feet to an angle point

S 40° 53' W for a distance of 93.35 feet to an iron pin set at the Southeast corner of the said Eppright Tract recorded in Volume 8085, being the Northeast corner of that certain tract of land as conveyed to Veterans Land Board by deed recorded in Volume 1362, Page 66 of the Deed Records of Travis County, Texas, for the Southeast corner hereof;

THENCE with the South line of the said Eppright Tract recorded in Volume 8085, being the North line of the said Veterans Land Board Tract, the following courses:

N 35° 13' W at a distance of 707.52 feet pass an iron pin found near a fence corner and continuing an additional distance of 893.08 feet for a total distance this course of 1600.60 feet to an iron pin found for an angle point

N 60° 22' W for a distance of 157.82 feet to an iron pin found at the Southeast corner of that certain 474,400 square foot tract of land as conveyed to Austin Independent School District by deed recorded in Volume 8636, Page 777 of the Deed Records of Travis County, Texas, being the Northeast corner of that certain 160,000 square foot tract of land as conveyed to Austin Independent School District by deed recorded in Volume 8634, Page 775 of the Deed Records of Travis County, Texas, for the Southwest corner hereof;

THENCE with the West line of the herein described tract, N 30° 25' E for a distance of 592.21 feet to an iron pin found in the North line of the said Eppright Tract recorded in Volume 8179, being a point in the South line of the said Cooper Addition, for the Northwest corner hereof;

THENCE with the North line of the said Eppright Tract recorded in Volume 8179, being the South line of the said Cooper Addition, S 60° 31' E at a distance of 1422.56 feet pass an iron pin set at the high bank of Williamson Creek and continuing an additional distance of 15.34 feet for a total distance this course of 1437.90 feet to the PLACE OF BEGINNING and containing within these metes and bounds 29.075 acres of land, more or less.

SURVEYED BY:  
W. HARVEY SMITH SURVEYOR, INC.

*Roy D. Smith*  
ROY D. SMITH

REGISTERED PUBLIC SURVEYOR NO. 4094  
May 25, 1990



Job No. 36663-48

Revised: June 7, 1990

FIELD NOTES REVIEWED

By *[Signature]* Date *6/7/90*  
Engineering Support Section  
Department of Public Works  
and Transportation

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on  
the date and at the time stamped herein by me; and  
was duly RECORDED, in the Volume and Page of the  
record RECORDS of Travis County, Texas, on

JUN 20 1990



*[Signature]*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED

JUN 1990 20 PH 3: 47

DANA DE CAUVOIR  
COUNTY CLERK  
TRAVIS COUNTY TEXAS

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

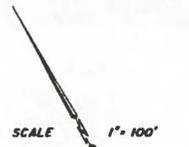
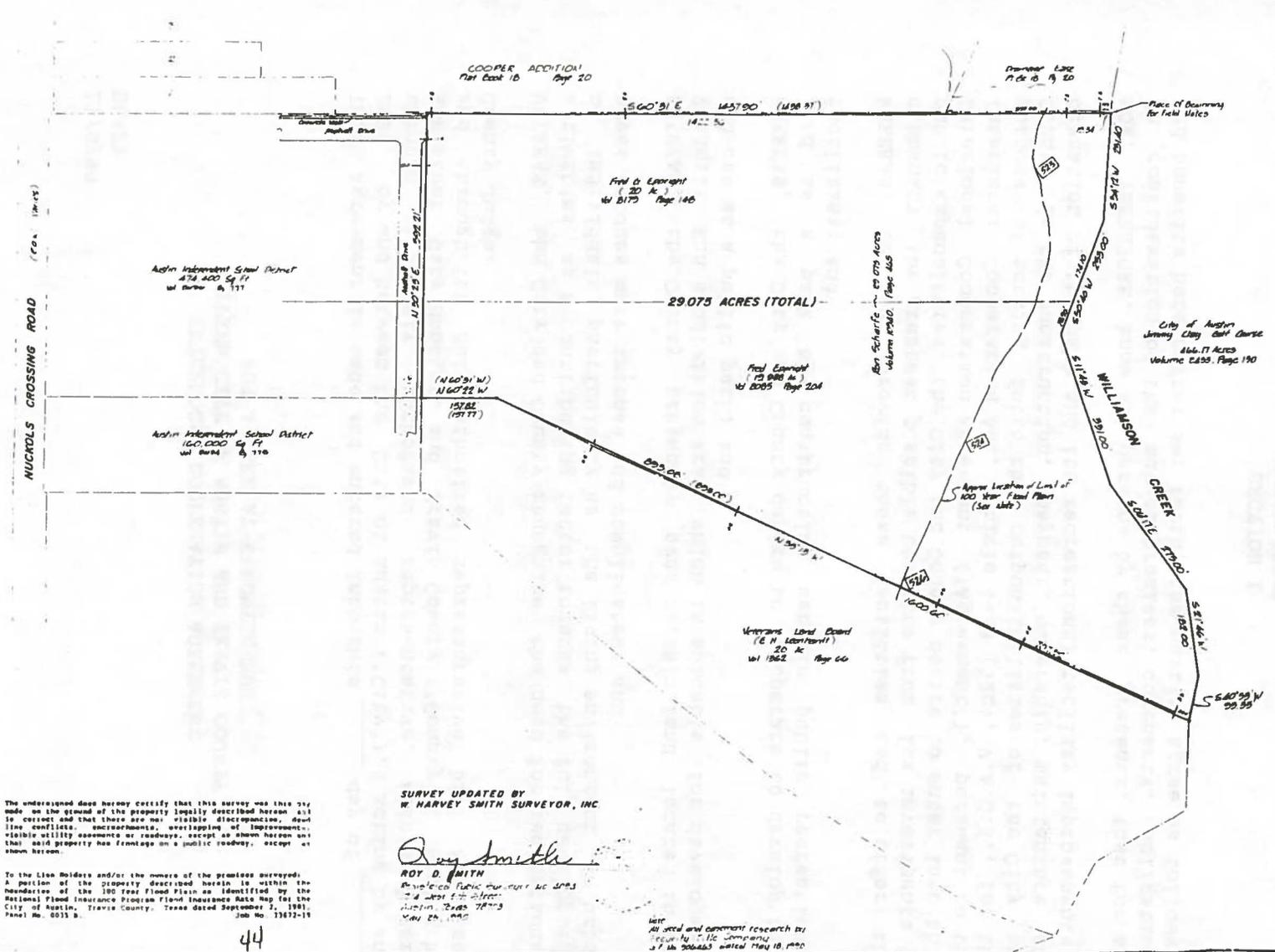
43

11212 0925

GF# 90463 JSC  
After Recording Return to:  
Security Title Company  
165 E. 6th St. # 530  
Austin, TX 78701

SURVEY OF A PORTION OF  
THE SANTIAGO DEL VALLE GRANT  
CITY OF AUSTIN, TRAVIS COUNTY, TEXAS

EXHIBIT B



**LEGEND**  
 • Iron Pin Found  
 • Iron Pin Set  
 --- Lake Area  
 ( ) Record Information

**NOTE:**  
 The 100 Year Flood Plain as shown herein is based on data by the U.S. Army Corps of Engineers Flood Plain Study of Williamson Creek dated May 1980 (for reference) and by City of Austin Engineering Department Floodplain Map, Sheet J-15-1 from J-15-3 dated March 1976 (for location of outfalls).

**EASEMENT NOTE:**  
 Electric transmission line easement granted by East River and Light Co. - Vol 600 B, etc does not apply.  
 Electric transmission line easement granted by Lower Colorado River Authority - Vol 600 B, etc does not apply.

The undersigned does hereby certify that this survey was this day made in the presence of the property legally described herein and is correct and that there are no visible discrepancies, dead line conflicts, encroachments, overlapping of improvements, visible utility easements or roadways, except as shown hereon and that said property has frontage on a public roadway, except as shown hereon.

To the Line Holders and/or the owners of the premises surveyed:  
 A portion of the property described herein is within the boundaries of the 100 Year Flood Plain as identified by the National Flood Insurance Program Flood Insurance Rate Map for the City of Austin, Travis County, Texas dated September 2, 1981, Panel No. 5033 B.

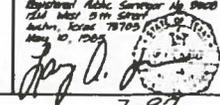
SURVEY UPDATED BY  
**W. HARVEY SMITH SURVEYOR, INC.**

*W. Harvey Smith*  
**ROY D. SMITH**  
 Registered Public Surveyor No. 5283  
 74 West 5th Street  
 Austin, Texas 78703  
 May 29, 1982

See All record and easement research on file by title company of the 506263 dated May 18, 1982

100 Year Flood Plain Revised February 17, 1982  
 Survey Updated April 9, 1987

**SURVEYED BY**  
**W. HARVEY SMITH**  
**SURVEYOR INC.**  
**LARRY A. TURNER**  
 Registered Public Surveyor No. 5283  
 74 West 5th Street  
 Austin, Texas 78703  
 May 10, 1987



44

7-97

11/9/90  
DRAFT

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY  
FOR A PARK AT WINDMILL RUN**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by and between the City of Austin ("City"), acting by and through its duly authorized representative, Alicia Perez, Assistant City Manager, and Travis County ("County"), acting by and through its duly authorized representative, Bill Aleshire, County Judge.

WHEREAS, the City and County recognize the need for recreational activities as a contributing factor towards the full development of individuals, particularly as the living environment in urban areas becomes more intense and complicated; and

WHEREAS, the County presently owns certain land located in the Windmill Run subdivision area which is suitable for development and use as a public park; and

WHEREAS, the City and County desire to cooperate to develop this land as a park by constructing certain public recreational facilities; and

WHEREAS, to best provide these facilities and to offer the community the greatest possible benefits from its investments in public expenditures, the City and County desire to enter into this Interlocal Cooperation Agreement ("Agreement"), pursuant to the Interlocal Cooperation Act, Article 4413 (32c), V.A.C.S., for the purpose of setting forth the responsibilities of the City and County in the construction, payment, ownership, maintenance and operation of the park and its recreational facility improvements;

NOW, THEREFORE, know all persons by these presents, that for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the parties agree as follows:

**SECTION I  
DEFINITIONS**

For purposes of this Agreement, these terms shall be defined as follows:

A. "Windmill Run Park" or "Park" mean the land located in the Windmill Run subdivision area in southwest Austin and owned by Travis County, more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes.

B. "Improvements" means the playground equipment and other park facilities proposed for Windmill Run Park, as illustrated in Exhibit "B", attached hereto and incorporated herein for all purposes.

## SECTION II TERM

The term of this Agreement shall commence on the date of its execution by both parties and shall continue in full force and effect for a period of three (3) years thereafter or until construction of the Improvements is completed.

## SECTION III OBLIGATIONS OF THE CITY

A. The City agrees to pay fifty thousand dollars (\$50,000) to the County to be used for construction of the Improvements.

B. Within 3 weeks of the effective date of this Agreement, the City shall transmit to the County a check made payable to Travis County in the amount of \$50,000 to be deposited in an escrow account, to be used by the County solely for construction of the Improvements.

## SECTION IV OBLIGATIONS OF THE COUNTY

A. The County shall provide the land for Windmill Run Park.

B. The County shall be responsible for the work required to construct the Improvements and for all related construction costs in excess of the City's \$50,000 contribution. The County agrees to expend a minimum of \$50,000 of its own resources, in cash and in-kind services, toward construction of the Improvements. The County agrees to begin construction within three (3) weeks of the effective date of this Agreement and to complete such construction work within three (3) years. An extension of time to complete all construction required may be granted upon agreement by both parties for good cause shown.

C. The County shall recognize the participation of the City by plaque, sign or other acceptable method installed in the Park. The City shall approve such recognition prior to installation.

D. The County shall own, operate, maintain and program the Park and Improvements, and make them available for use by the public.

E. The County shall be responsible for all liability at Windmill Run Park both during and after construction. To the extent allowed by law, the County shall indemnify and hold harmless the City, its employees and agents against any claims, causes of action, personal injuries or damages, including but not limited to reasonable attorney's fees from or in connection with the negligent acts or omissions of the County, its agents, employees, contractors or subcontractors in the design and construction of the Improvements.

#### SECTION V DESIGNATION OF REPRESENTATIVES

A. The City designates the Director of the Austin Parks and Recreation Department as the representative authorized to act on the City's behalf with respect to this Agreement.

B. The County designates the Director of the Travis County Public Improvements and Transportation Department, or his/her designee, as the representative authorized to act on the County's behalf with respect to this Agreement.

#### SECTION VI TERMINATION

A. If either party fails properly to perform its obligations under this Agreement in a timely manner, or violates any of the provisions of this Agreement, then the non-breaching party shall notify the breaching party in writing of the specific violations of the contract. The breaching party shall have 60 days from receipt of this notice in which to cure any such violations. If the violations cannot reasonably be cured within this 60-day period, and the breaching party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the parties may agree in writing to an extension of the period in which the violations must be cured.

B. If, however, the breaching party has not cured the violation as specified in the written notice or any extension within the time provided, then the non-breaching party, at its sole option, shall have the right to terminate this Agreement. This termination shall be made by sending written notice of termination to the breaching party. This "Notice of Termination" shall be effective for all purposes when deposited in the U.S. Mail, postage prepaid, and mailed Certified Mail, return receipt requested.

C. In the event this Agreement is terminated by the City, for material breach by the County, the County shall pay the City funds necessary to cure said breach, in an amount not to exceed \$50,000.

**SECTION VII  
MISCELLANEOUS**

A. Assignment. Neither the City nor the County shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

B. Notice. Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

City of Austin  
Director, Parks and Recreation Department  
P.O. Box 1088  
Austin, Texas 78767

Travis County  
Director, Public Improvements and Transportation Department  
P.O. Box 1748  
Austin, Texas 78767

C. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Travis County, Texas.

D. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.

E. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

F. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied herein and that no other agreements shall be valid or binding. No modification concerning this instrument shall be of any force or effect, excepting a subsequent modification in writing signed by the parties. No official, representative, agent, or employee of Travis County, Texas, has any authority to modify this contract except pursuant to express authority to do so granted by the Commissioners Court of Travis County, Texas.

G. Gender. Words of any gender used in this contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa, unless this Agreement requires otherwise.

H. Payment from Current Resources. Any and all costs incurred in the discharge of the respective obligations of the parties, as set forth in this Agreement, shall be paid from current resources of the party.

I. Waiver. If at any time either party, its successors or assigns, fails to enforce this Agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

J. No Recourse. No recourse shall be had against any elected official, director, officer, attorney, agent or employee of the City or of the County, whether in office on the effective date of this Agreement or after such date, for any claim based upon this Agreement.

Witness our hands at the City of Austin, Travis County, Texas.

CITY OF AUSTIN

By: \_\_\_\_\_  
Alicia Perez  
Assistant City Attorney

TRAVIS COUNTY

By: \_\_\_\_\_  
Bill Aleshire  
Travis County Judge

APPROVED AS TO FORM:  
CITY OF AUSTIN

CARLSON, DOPPEL & MARX

By: \_\_\_\_\_  
Assistant City Attorney

TRAVIS COUNTY

By: \_\_\_\_\_  
Assistant County Attorney

BEING ALL THAT CERTAIN TRACT OF LAND... THE HUBBARD SURVEY NO. 22 SITUATED IN TRAVIS COUNTY, TEXAS... TWO MORE... SECTION FOUR... TRAVIS COUNTY, TEXAS... DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEING NO. 11 of the Hub... tract which the... lot corner of... and...  
The... tract for the... corner of the...  
The... with the West... of the... tract... the following...  
and... and... and... and...

- 1. A... E. 100.00 feet.
- 2. A... E. 100.00 feet.
- 3. A... E. 100.00 feet.
- 4. A... E. 100.00 feet.
- 5. A... E. 100.00 feet.
- 6. A... E. 100.00 feet.
- 7. A... E. 100.00 feet.
- 8. A... E. 100.00 feet.
- 9. A... E. 100.00 feet.
- 10. A... E. 100.00 feet.
- 11. A... E. 100.00 feet.
- 12. A... E. 100.00 feet.
- 13. A... E. 100.00 feet.
- 14. A... E. 100.00 feet.
- 15. A... E. 100.00 feet.

TRACT... with the North... of the... described tract... the following...  
and... numbered one (1) through ten (10).

- 1. A... E. 100.00 feet.
- 2. A... E. 100.00 feet.

TRACT... with the East... of the... described tract... the following...  
and... numbered one (1) through ten (10).

- 1. A... E. 100.00 feet.
- 2. A... E. 100.00 feet.
- 3. A... E. 100.00 feet.
- 4. A... E. 100.00 feet.

**CARLSON, DIPPEL & MARX**

SURVEYING COMPANY

## FIELD NOTES

Windmill Run Section 4/A

Lot 37/J

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE HUGH KELLY SURVEY NO. 525, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS BEING LOT 37, BLOCK "J", OF WINDMILL RUN SECTION FOUR "A", SUBDIVISION OF RECORD IN PLAT BOOK 83, PAGES 97A, 97B, & 97C, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAID TRACT BEING 16.00 ACRES OF LAND, MORE FULLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING at an iron pin, from which the common rear lot corner of Lots 8 and 9, Block "J", bears S 66°06'45"E, 30.11 feet for the southwest corner of the herein described tract,

THENCE, with the West line of the herein described tract, the following fifteen (15) courses and distances, numbered one (1) through fifteen (15):

1. N 39°51'30" E, 56.68 feet,
2. S 89°58'30" E, 159.00 feet,
3. N 63°10'00" E, 88.55 feet,
4. N 44°33'15" E, 263.87 feet,
5. N 13°38'45" W, 127.51 feet,
6. S 87°35'30" E, 72.06 feet,
7. N 59°44'15" E, 105.98 feet,
8. S 37°03'30" E, 105.0 feet,
9. N 50°52'15" E, 168.80 feet to an iron pin in a curve,
10. With a curve to the left, whose radius equals 50.00 feet, an arc distance of 52.36 feet and whose chord bears N 40°12' E, 50.00 feet,
11. N 32°11' E, 132.94 feet,
12. N 59°42'45" E, 115.00 feet,
13. N 80°44'30" E, 152.70 feet,
14. S 65°47'15" E, 65.00 feet,
15. N 48°37'00" E, 156.50 feet to an iron pin for the northwest corner of the herein described tract,

THENCE, with the North line of the herein described tract, the following two (2) courses and distances, numbered one (1) through two (2):

1. S 78°50'15" E, 315.73 feet,
2. S 16°44'15" E, 220.02 feet to an iron pin for the northeast corner of the herein described tract,

THENCE, with the East line of the herein described tract, the following ten (10) courses and distances, numbered one (1) through ten (10):

1. S 30°15'45" W, 95.23 feet,
2. N 74°07'30" W, 153.08 feet,
3. S 64°32'45" W, 337.90 feet,
4. S 24°54' E, 202.85 feet to an iron pin in a curve,

Field Notes  
Page No.2

5. With said curve to the left, whose radius equals 250.00 feet, an arc distance of 60.21 feet and whose chord bears S 51°42' W, 60.07 feet,
6. N 36°08'15" W, 154.46 feet,
7. S 78°06' W, 92.20 feet,
8. S 28°42' W, 533.90 feet,
9. N 74°38' W, 536.49 feet,
10. N 66°06'45" W, 298.24 feet to the PLACE OF BEGINNING containing 16.00 acres of land.

Prepared By: Carlson, Dippel & Marx Surveying Company  
2499 Capital of Texas Highway, Suite 105  
Austin, Texas 78746

/pb  
Job No.  
December 13, 1983

EXHIBIT B-1

WINDMILL RUN PARK IMPROVEMENTS

1. Parking Lot: rough grading, flex base, paving, curb and gutter, 10 spaces.
2. Trails: 4,355 linear feet, grading, 2 inch base, 6 feet wide.
3. Softball Field: 1 field, rough and fine grading, seeding, backstop, athletic bench.
4. Picnic Sites: site preparation, 8 individual sites, each with one 55 gallon trash container with stand and lid and 1 picnic table.
5. Group Picnic Site: site preparation, two 55 gallon trash containers, 6 picnic tables, one barbeque pit.
6. Informal Play Area: rough and fine grading, seeding.
7. Pedestrian Bridge: from south edge of park, across drainage, to north part of park planned for most improvements.
8. Playground Areas and Play Equipment: two playground areas, one designed for children 5 years of age and over, and the other designed for tots 2-5 years of age.